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ELECTRONICALLY FILED
DOC #: ______
DATE FILED: Jan. 25, 2016

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CHRISTINE RODRIGUEZ, SANDRA BURGA, KAREN MALAK, JAMES TORTORA, LISA BRUNO, JANEEN CAMERON, KAREN McBRIDE, ANDREW WOOLF, and BRAD BERKOWITZ, individually, and for all others similarly situated,

Plaintiffs,

–against–

IT'S JUST LUNCH INTERNATIONAL, IT'S JUST LUNCH, INC., HARRY and SALLY, INC, RIVERSIDE COMPANY, LOREN SCHLACHET, IJL NEW YORK CITY FRANCHISE, IJL ORANGE COUNTY FRANCHISE, IJL CHICAGO FRANCHISE, IJL PALM BEACH FRANCHISE, IJL DENVER FRANCHISE, IJL AUSTIN FRANCHISE, IJL LOS ANGELES-CENTURY CITY FRANCHISE, and DOES 1-136,

Defendants.

Index No.: 07-CV-9227 (SHS)(SN)

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

The Plaintiffs' Motion for Preliminary Approval of Settlement (the "Motion") came before this Court on January 14, 2016. The Court, having considered the proposed Settlement Agreement and the exhibits attached thereto (hereafter, collectively, the "Settlement Agreement"), having considered the Motion and supporting documents, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court grants preliminary approval of the Settlement as set forth in the Settlement Agreement, and subject to the revision set forth in the attached, solely for purposes of implementing the Parties' Settlement Agreement, and finds the terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at the end of the final Fairness Hearing. The Settlement Agreement is the result of arm's-length negotiations between experienced attorneys who are familiar with class action litigation in general and with the legal and factual issues in this case in particular.

2. A final fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate is scheduled in ~~this Court, located at~~ the U.S. Courthouse, 500 Pearl Street, Court Room 23A, New York, New York, 10007, on April 26, 2016 at 10:00 A.M. or any adjourned date the Court sets.

3. The motion for award of attorney's fees, expenses, and class representative service award shall be filed ~~within 60 days from the date of this Order,~~ on or before March 25, 2016. ~~on __________, 2016.~~

4. The Court approves, as to form and content, the Short-Form-Notice of Proposed Class Action Settlement ("Short-Form Notice"), subject to the revision set forth in the attached, Settlement Claim Form ("Claim Form"), and the downloadable Long-Form Notice of Proposed Class Action Settlement ("Long-Form Notice"), attached as exhibits to the Settlement Agreement.

5. The Short-Form Notice will be distributed as set forth in the Settlement Agreement no later than ~~30 days after the date of this Order~~ February 25, 2016 (the "Notice Date").

6. The deadline for objections to the terms of the Settlement Agreement and

the deadline for a member of one of the classes bound by the Settlement Agreement ("Class Members") to opt out ("Opt-Out Period") will April 1, 2016 be 75 days after the date of this Order, on ________________, 2016. The last day for submission of papers in favor of, or opposed to, final approval of the settlement, is April 15, 2016.

7. On or before the Notice Date, the downloadable Claim Form and Long-Form Notice will be made available on the website established under the Settlement Agreement for administration of the class action.

8. The Court finds that the forms of notice and methods of giving notice to Class Members regarding the pendency of the action and of this Settlement, constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all members.

9. The Court further approves the procedures for Class Members to participate in, opt out of, or object to the Settlement, as set forth in the Settlement Agreement and the various forms of notice.

10. To validly object to the Settlement Agreement, an objecting Class Member must provide the following information in the written objection: (i) the objecting Class Member's full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Class; (iii) explanation for the objection; a statement of the position(s) the objecting Class Member wishes to assert, including the factual and legal grounds for the position; (iv) provide copies of any other documents that the objector wishes to submit in support of his or her position; (iv) (v) whether the objecting Class Member intends to appear at the Fairness Hearing with or without separate counsel; and (v) (vi) if the objecting Class Member intends to appear at the Fairness Hearing with

separate counsel, the identities of all attorneys who will separately represent the objecting Class Member.

11. The procedures and requirements for filing objections in connection with the Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members.

12. Pending the Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

SHS 13. Counsel for the parties are hereby authorized to use all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order of the terms of the Settlement Agreement.

14. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins all Class Members from filing or prosecuting any claims, suits, or administrative proceedings regarding claims released by the Settlement unless and until such Class Members have filed valid requests for exclusion with the Claims Administrator and the time for filing claims with the Claims Administrator has elapsed.

15. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Notice Date: (i) last day for Defendants or claims administrator to email and/or mail class notice to class members; (ii) last day to make settlement website, including downloadable claim form and Long-Form Notice, available to the public	~~30 days after the date of this Order, on~~ February 25, 2016
Last day for class counsel to file motion for award of attorney's fees and expenses, and class representative service award.	~~60 days after the date of this Order, on~~ March 25, 2016
Close of Opt-Out Period: (i) last day for class members to request exclusion; (ii) last day for class members to submit objections.	~~75 days after the date of this Order, on~~ April 11, 2016
Last day for submission of papers in support of, or opposed to, final approval of the settlement	April 15.
Fairness Hearing	~~At least 90 days after the date of this Order, on~~ April 26, 2016 at 10 AM.

IT IS SO ORDERED.

Date: January 25, 2016

Hon. Sidney H. Stein
United States District Judge

IV. DISTRIBUTION OF PAYMENTS AND VOUCHERS

4.01 **Responsibility for Distributions.** Heffler will be responsible for making all distributions required under this Agreement. IJL and Heffler will have authority to make all decisions reasonably necessary for the orderly implementation and administration of the Agreement and the distribution of all payments and vouchers prescribed in this Agreement. Subject to the dispute resolution provisions of paragraph 4.07 below, neither IJL nor Heffler will have any liability for any settlement administration decision made in good faith and not inconsistent with the express terms of this Agreement.

4.02 **Responsibility for Distribution of Vouchers.** Heffler will make vouchers available for download via its website, with each member of the class providing proof of eligibility by completing a claims form substantially in the form of Exhibit E. Heffler will provide IJL and Class Counsel with weekly reports concerning the number of vouchers downloaded from its website during the time period for which vouchers can be redeemed as set forth hereinabove and shall report further as to the names of the Class Members who have completed the necessary paperwork and obtained vouchers.

4.03 **Distribution of Fees, Costs, Expenses, and Service Awards.** No later than thirty (30) days after the date of Final Approval, IJL and/or Heffler Claims shall distribute attorney's fees, costs, expenses, and Representative Plaintiff service awards in an amount approved by the Court by a check or wire transfer (at the claim administrator's option) made payable to Balestriere Fariello. IJL's obligations with respect to any fees, costs or payments to Class Counsel (or to any counsel not included in the definition of Class Counsel but claiming some right to fees as a result of the resolution of the Action) or any Representative Plaintiff will be fully and forever discharged upon their payment to Balestriere Fariello pursuant to this paragraph. Other than IJL's obligation to cause payment of the attorney's fees, costs, expenses, and Representative Plaintiff service awards in an amount approved by the Court, IJL will have no further obligations to Class Counsel or the Representative Plaintiffs except to the extent the Representative Plaintiffs are entitled to a Claim Payment and vouchers.

4.04 **Submission of Claims for Eligibility for Distribution.** To be eligible for distribution of any voucher pursuant to this Agreement, Class Members must submit a completed claim form, substantially in the form attached as Exhibit E. Class Members must submit completed claim forms over the Internet or to the mailing address set forth on the class notice by a date specified in the notice, which shall be no less than sixty (60) days following ~~Final Approval~~.

↑

Should be "the Fairness Hearing"

United States District Court for the Southern District of New York
Rodriguez et al. v. It's Just Lunch et al., Southern District of New York, No. 07-CV-9227 (SHS)(SN)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you signed a membership contract and joined It's Just Lunch on or after October 15, 2001 and if you did not obtain a complete refund of any membership fees paid or sign any releases of any claims in favor of IJL and/or a franchisee, please read this notice carefully. A proposed class action settlement may affect your rights.

A judge of the Southern District of New York authorized this Notice.
This is not a solicitation from a lawyer.

Under the proposed settlement, It's Just Lunch has agreed to provide certain benefits to Class Members, including but not limited to vouchers with a value of approximately $450, subject to the limitations described more fully in the detailed notice of the proposed settlement, accessible online at www.ijlclassaction.com, or available by calling the Claims Administrator toll free at 844-245-3771. If you receive notice of this Settlement, you may obtain vouchers by submitting a claim form at www.ijlclassaction.com following Final Judicial Approval of the Settlement.

TERMS OF THE SETTLEMENT

The terms of the Settlement are as listed below:

- IJL is committing to a client pledge on its website and in its client agreements to include a commitment to honor certain specified preferences of its clients for matches;
- Members of both the New York Class and the National Class who do not opt out and who submit valid Claims Forms will receive vouchers entitling them to receive one free date arranged by IJL, except at certain locations identified below at which clients will receive two free dates;
- A $4.75 million fund will be created to cover costs and awards, and all members of the New York Class who do not opt out will receive an award of $100;
- Members of the Class who do not timely opt out release IJL and the Released Parties from any ~~claims related to or arising from contracts between members of the Class and IJL or~~ claims arising from the facts that form the basis of this action;
- Class Counsel will apply for an award of attorney's fees and expenses, respectfully reserves the right to seek additional fees following the final distribution, and will move for a service fee of $10,000 for each Plaintiff, all of which will be paid by IJL from the fund being created;
- Class Counsel and IJL have agreed to engage the services of Heffler Claims Group to handle the administration of benefits.

Delete this language in order to conform it to Paragraph 1.15 of the proposed Settlement Agreement →

QUESTIONS? VISIT WWW.IJLCLASSACTION.COM
OR CALL TOLL FREE AT 844-245-3771